



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 4/27/2020

1. Governmental Unit (Owner): Montgomery Co. Highway Dept. by & through the Board of Commissioners of Montgomery County, IN

2. County: Montgomery

3. Bidder (Firm): Temple & Temple Excavating & Paving, Inc.

Address: 1367 S SR 60

City/State/ZIPcode: Salem, IN 47167

4. Telephone Number: 812-883-6644

5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Montgomery County Project # 2019-SSR1 Small Structure Replacements in various townships

(Governmental Unit) In accordance with plans and specifications prepared by McCormick Engineering LLC

and dated September 2019 for the sum of

SEE ATTACHED \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:


### PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Montgomery Co. Highway Dept. by & through the Board of Commissioners of Montgomery County, IN

Bidder (Firm) Temple & Temple Excavating & Paving, Inc.

Date (month, day, year): 4/27/2020

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

### SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$186,038.	Lift Station	June 2019	Summit Springs New Albany
\$255,576.00	Road Construction	Oct 2018	Town of Campbellsburg, IN
\$2,456,915.	Road Reconst.	July 2019	Harrison Co Indiana
\$1,223,67.24	Sewer Slip lining	Nov 2018	INDOT

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$550,000.	Road Reconst.	Dec 2019	Salem Board of Aviation
\$1,973,009	Road Reconst.	Dec 2019	River Ridge Development Authority
\$1,616,968.	Road Reconst.	Dec 2019	River Ridge Development Authority
\$1,585,120.	Slip Lining	Dec 2019	INDOT

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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4. List references from private firms for which you have performed work.

Blueriver Stave Mill - Mike Campbell - 812-620-8709

Salem Hardwood - Gavin Freel - 812-883-3314

Israel Snider - 502-299-4414

East Washington Water Corporation - Nathan Risen - 812-620-1354

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### SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

As per plans and specifications provided.

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Johnnie's Trucking - Salem, IN trucking

Brewer's Electrical - Salem, IN Electric

R L Vuckson, Inc. - Scottsburg, IN Concrete Work

Peyton's Barricades - Jeffersonville, IN Construction Signs

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Furnished upon acceptance of bid

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

See attached equipment list

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Salem, IN this 27th day of April, 2020

Temple & Temple Excavating & Paving, Inc.

(Name of Organization)

By [Signature]

Vice President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana )  
COUNTY OF Washington ) ss

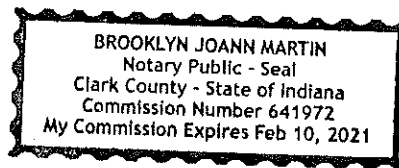
Before me, a Notary Public, personally appeared the above-named Jason Miller and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 27th day of April, 2020.

[Signature]  
Notary Public

My Commission Expires: 2/10/2021

County of Residence: Clark



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**BID OF**

Temple & Temple Excavating & Paving, Inc.

*(Contractor)*

1367 S. State Road 60

*(Address)*

Salem, IN 47167

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

Montgomery Co. Highway Dept. by & through the  
Board of Commissioners of Montgomery County, IN

100 East Main Street

Crawfordsville, IN 47933

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Filed \_\_\_\_\_

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Action taken \_\_\_\_\_

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<b>Temple &amp; Temple Equipment List</b>	
<b>&amp; T&amp;T Pipe Renovations, LLC</b>	
<b>QUANTITY</b>	<b>EQUIPMENT LIST</b>
	<b>Backhoes -</b>
3	Case 580 Backhoe
7	Case 580K/580L/580M Backhoes
1	Cat Backhoe
2	Ford Backhoes
	<b>Trenchers -</b>
1	Case Trencher
2	Vermeer Trenchers
	<b>Dozers -</b>
1	Cat D7G Dozer
1	Komatsu D65 Dozer
1	Cat D6E Dozer
1	Cat D5 Dozer
1	Komatsu D41 Dozer
1	Cat D4G Dozer
1	Cat D4 Hydrostatic
1	Cat D4C Dozer
1	Cat D4HXL Dozer (High Track)
	<b>Graders -</b>
1	John Deere Grader
1	Fiat-Allis Grader
	<b>Trackhoes -</b>
1	Hitachi Trackhoe
5	Volvo Trackhoe EC210
1	JCB Trackhoe
1	Volvo Mini-Trackhoes EC88
	<b>Motor Scrapers -</b>
2	John Deere 880 / 882 Scraper
2	John Deere 762 Scraper
1	Cat 815 Scraper
1	Case Slinger w/Reynolds Pull Pan
1	John Deere 0400/Eject 17 Pull Pan
	<b>Loaders -</b>
3	Cat 943 Tracked Loader
1	Volvo Rubber Tired Loader
6	Cat 953 Tracked Loader
	<b>Hoe-Rams Attachments -</b>
2	Case 580L Backhoe w/ Hoe-Ram Attachment
2	Trackhoe w/ Hoe-Ram Attachment
	<b>Rollers -</b>
1	Bomag Roller
4	Other Rollers
1	Ingersoll Rand Roller
2	Self Propelled Sheeps Foot Roller
	<b>Trucks -</b>
1	Boom Truck
5	Low-Boy
3	Single Axle Truck
1	Tandem Axle Truck
9	Tri-Axle Truck
	<b>Miscellaneous -</b>
4	Skid Steer Loader
1	Skid Steer Loader w/ Milling Head
2	Air Compressor
2	Rome Disk
	<b>Labor -</b>
	Laborer
	Superintendent
	Surveyor (Lay-Out)
	<b>Micropaving Equipment</b>
1	Bergkamp M-210 Truck Mounted Paver
1	Volvo stone slinger
1	Water Truck
1	International Oil Distributor
1	Rubber Tired Roller
1	Crack Seal Machine

**TEMPLE AND TEMPLE EXCAVATING  
AND PAVING, INC.  
SALEM, INDIANA**

**FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

**YEARS ENDED  
DECEMBER 31, 2018 AND 2017**





# MONROE SHINE

KNOWLEDGE FOR TODAY ... VISION FOR TOMORROW

500 NORTH HURSTBOURNE PARKWAY, SUITE 150, LOUISVILLE, KENTUCKY 40222 • PHONE: 502.423.0311 • FAX: 502.330.7103

## Independent Auditor's Report

Board of Directors and Stockholders  
**Temple and Temple Excavating and Paving, Inc.**  
Salem, Indiana

### Report on the Financial Statements

We have audited the accompanying financial statements of **Temple and Temple Excavating and Paving, Inc.**, which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **Temple and Temple Excavating and Paving, Inc.** as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Monroe Shine*

Louisville, Kentucky  
March 29, 2019

**TEMPLE AND TEMPLE EXCAVATING AND PAVING, INC.**  
**BALANCE SHEETS**  
**DECEMBER 31, 2018 AND 2017**

**ASSETS**

	<u><b>2018</b></u>	<u><b>2017</b></u>
<b>CURRENT ASSETS</b>		
Cash	\$ 5,350,007	\$ 2,011,590
Contract receivables, net	1,652,550	843,963
Employee advances	3,144	4,800
Costs and estimated earnings in excess of billings on uncompleted contracts	1,119,573	1,982,165
<b>Total Current Assets</b>	<b>8,125,274</b>	<b>4,842,518</b>
<b>PROPERTY AND EQUIPMENT</b>		
Buildings	52,609	117,861
Vehicles	1,566,473	1,507,828
Machinery and equipment	8,870,326	7,899,262
Office furniture and equipment	63,609	63,609
	10,553,017	9,588,560
Less accumulated depreciation	(8,013,789)	(6,882,490)
<b>Net Property and Equipment</b>	<b>2,539,228</b>	<b>2,706,070</b>
<b>OTHER ASSETS</b>		
Real estate held for investment	585,077	585,077
Investment in partnership	207,000	207,000
Related party receivables	1,097,561	1,688,038
<b>Total Other Assets</b>	<b>1,889,638</b>	<b>2,480,115</b>
	<b>\$ 12,554,140</b>	<b>\$ 10,028,703</b>

See notes to financial statements.

## LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2018</u>	<u>2017</u>
<b>CURRENT LIABILITIES</b>		
Line of credit	\$ 331,647	\$ -
Current installments of capital lease obligations	27,364	27,326
Current installments of long-term debt	401,910	407,764
Accounts payable	1,183,520	886,632
Accrued expenses	142,224	133,550
Accrued distributions	-	158,000
Provision for loss contracts	-	175,466
Billings in excess of costs and estimated earnings on uncompleted contracts	85,373	419,824
<b>Total Current Liabilities</b>	<u>2,172,038</u>	<u>2,208,562</u>
<b>LONG-TERM LIABILITIES</b>		
Capital leases, less current installments	18,630	-
Long-term debt, less current installments	2,867,293	468,790
Related party payables	436,261	1,811,240
Note payable to former stockholder	-	1,225,386
<b>Total Long-Term Liabilities</b>	<u>3,322,184</u>	<u>3,505,416</u>
<b>TOTAL LIABILITIES</b>	<u>5,494,222</u>	<u>5,713,978</u>
<b>STOCKHOLDERS' EQUITY</b>		
Stockholders' equity		
Common stock; \$100 par value; 2,000 shares authorized	104,800	104,800
Additional paid-in capital	3,216,115	-
Retained earnings	3,739,003	4,209,925
<b>Total Stockholders' Equity</b>	<u>7,059,918</u>	<u>4,314,725</u>
	<u>\$ 12,554,140</u>	<u>\$ 10,028,703</u>

# Certificate of Qualification

ISSUED BY

## Indiana Department of Transportation

INDIANAPOLIS, IN

January 13, 2020

TO


TEMPLE & TEMPLE EXCAVATING & PAVING INC

SALEM, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid January 6, 2020 Thru April 30, 2020

AGGREGATE .....	\$76,012,000
0188 FORCE MAINS AND LIFT STATIONS .....	\$1,000,000
0194 PAVEMENT SEALING: MICROSURFACING .....	\$10,000,000
0290 SEWER AND PIPE CLEANING AND LINING .....	\$20,000,000
B(A) ASPHALT PVMT:W/INDOT CERTIFIED HMA PLANT .....	\$76,012,000
C(B) LIGHT GRADING .....	\$76,012,000
D(A) HIGHWAY OR RAILROAD BRIDGE OVER WATER .....	\$2,500,000
D(B) HIGHWAY OR RAILROAD BRIDGE OVER HIGHWAY .....	\$2,500,000
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS .....	\$76,012,000
E(F) SURFACE MASONRY AND MISC CONCRETE .....	\$1,000,000
E(H) DEEP SEWER AND/OR EXCAVATION .....	\$1,000,000
E(T) DEMOLITION .....	\$1,000,000

  
PREQUALIFICATION ENGINEER

  
COMMISSIONER

**State of Indiana**  
**Office of the Secretary of State**

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

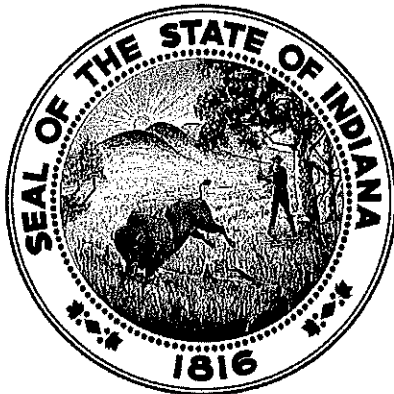
I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

**TEMPLE EXCAVATING & PAVING, LLC**

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on November 08, 2018, and was in existence or authorized to transact business in the State of Indiana on January 06, 2020.

I further certify this Domestic Limited Liability Company has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 06, 2020

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201811081288206 / 20201247852

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

Expires on February 05, 2020.



**EXCAVATING & PAVING, INC.**

1367 South State Road 60 • Salem, IN 47167 • Ph. 812-883-6644 • Fax 812-883-6664

### Drug and Alcohol Policy

It is the policy of Temple and Temple Excavating and Paving, Inc. to provide and maintain a safe and productive workplace and to establish programs that promote protection of the public we serve. The use of drugs and/or alcohol can create an unsafe working environment, can result in inefficiency and poor work performance, and can reflect negatively on our company. While we have no desire or intentions of intruding into the personal lives of our employees, all employees are reminded that what is done, off work can affect their performance and therefore, may affect the operation of Temple and Temple Excavating and Paving, Inc.

Based on this company's commitment to employee and public safety, it is our policy to prohibit the use, sale, transfer, or possession of drugs or alcohol. The policy prohibits any employee from being under the influence of, intoxicated by or otherwise impaired by drugs and/or alcohol. In addition, off-work abuse of alcohol or involvement with drugs may also be cause for disciplinary action, up to and including termination of employment.

As of January 1, 2011, it is Temple and Temple Excavating and Paving, Inc.'s policy to do random drug and alcohol testing. Any employee that refuses or has tested positive will immediately be terminated. If an employee is terminated for testing positive or refusing to test, they will be allowed to reapply for a position at Temple and Temple Excavating and Paving, Inc. after three months and will be tested at the discretion of the company for a period of three months at their expense. Any employee found with alcohol or drugs on company property or on their person, including jobsites and company vehicles, will be terminated immediately no questions asked. In addition, it shall be a policy of Temple and Temple to require a drug and alcohol test for any employee involved in any type of accident.

All employees are expected to cooperate with the enforcement of this policy. Employees have the right to expect this company will provide them with a safe workplace and that fellow employees are drug and alcohol free. Those with a drug or alcohol problem are strongly encouraged to seek assistance. Temple and Temple Excavating and Paving, Inc. suggests that all employees report concerns they might have about drug or alcohol abuse or impairments in the fitness for work.

Ken Temple

**CERTIFICATE OF QUALIFICATION**  
to provide  
**CONSTRUCTION SERVICES**  
for  
**PUBLIC WORKS PROJECTS**  
to the  
**STATE OF INDIANA**

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

**TEMPLE & TEMPLE EXCAVATING & PAVING INC**

1367 S ST RD 60

SALEM IN 47167

Phone 812-883-6644

Fax 812-883-6664

Company Official

KEN TEMPLE

for the twenty-seven month period stated herein, unless revoked by this Board for cause,  
and in the classifications of services stated below. This certificate supercedes any previous certificate.

**1611.02 Asphalt Construction of Roads and Parking Lots**


**1623.04 Sewer Maintenance and Rehabilitation**

**1794.01 Earthmoving and Land Clearing**

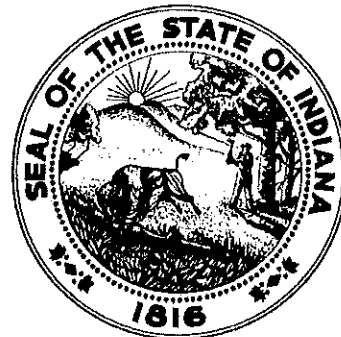
CERTIFICATION DATE **5/24/2018**

EXPIRATION DATE **8/24/2020**

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD,  
402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204,  
ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.

  
Tracy L. Cross, Executive Secretary  
Certification Board

DAPW PQ2 State Form 3983R Rev 07/06







MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
TEMPLE & TEMPLE EXCAVATING & PAVING, INC., HELD  
FEBRUARY 1, 2019

THIS SPECIAL MEETING OF THE BOARD OF DIRECTORS WAS HELD ON THE ABOVE DATE PURSUANT TO A CALL BY KEN TEMPLE. SIGNATURES ON THESE MINUTES CONSTITUTE WAIVER OF NOTICE OF THIS MEETING.

KEN TEMPLE PRESIDED AT THE MEETING AND BROUGHT BEFORE THE MEETING THAT TERRY TEMPLE, CRAIG TEMPLE AND JAN TEMPLE HAVE SOLD THEIR SHARES IN THE CORPORATION WHEREBY THEY ARE NO LONGER OFFICERS OR DIRECTORS AND THEIR REPLACEMENTS NEED TO BE ELECTED.

AFTER DUE DISCUSSION, THE FOLLOWING PERSONS WERE ELECTED AS OFFICES:

RESOLVED: THAT KEN TEMPLE SHALL SERVE AS PRESIDENT OF THE CORPORATION; THAT SHARON DILLON SHALL SERVE AS SECRETARY OF THE CORPORATION; THAT JASON MILLER SHALL SERVE AS VICE PRESIDENT OF THE CORPORATION AND THAT PAUL ECKERT SHALL SERVE AS SECOND VICE PRESIDENT OF THE CORPORATION.

THERE BEING NO FURTHER BUSINESS TO CONDUCT, THE MEETING WAS THEN AND THERE ADJOURNED.

  
KENTEMPLE, DIRECTOR

**PROPOSAL PACKAGE**

**FOR**

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT**

**Small Structure Replacements in Various Townships  
Montgomery County Project # 2019-SSR1**

**BIDDER SHALL RETURN THIS  
ORIGINAL PROPOSAL PACKAGE AND ONE (1) COPY  
OF THE ENTIRE PROPOSAL PACKAGE WITH THEIR BID**

**IF THERE ARE ANY QUESTIONS CONCERNING THE CONTRACT DOCUMENTS,  
PLEASE CONTACT JAMES PECK AT (765) 361-4132**

**BIDDER'S ITEMIZED PROPOSAL**  
**AND DECLARATIONS**  
Montgomery County, Indiana

*Instructions To Bidders:*

*This form shall be utilized by all Bidders and submitted in its entirety with each bid. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.*

Project:           **Project No. 2019-SSR1, Small Structure Replacements in Various Townships**

Proposal For Construction of:           **Small Structure Replacements**

Date: 4/27/2020

To:   **Montgomery County Highway Department**  
110 W South Blvd., Crawfordsville, IN 47933

**Summary of Bid**

*Base Bid	\$ 474756.00
*Alternate Bid #1	\$ _____
*Alternate Bid #2	\$ _____
*Alternate Bid #3	\$ _____
*Alternate Bid #4	\$ _____
*Alternate Bid #5	\$ _____
*Alternate Bid #6	\$ _____
*Alternate Bid #7	\$ _____
*Alternate Bid #8	\$ _____
<b>**Total of Base Bid plus All Alternate Bids</b>	<b>\$ 474756.00</b>

*\*Note: Bid amounts listed above will be read aloud at the time of bid opening and used for announcing the apparent low bidder. Therefore, it is the bidder's responsibility to ensure the amounts listed match those included in Part 3. Neither the Owner nor the Engineer shall be required to discover or correct any error or omission and the Bidder shall assume the risk of and be bound to the consequences of any such error or omission.*

*\*\*Note: This amount shall be used to calculate Bid Security and the amounts listed in Part 2 of Bidders Itemized Proposal and Declarations.*

**PART 1**  
**BIDDER INFORMATION**  
(All information must be printed)

1.1 Bidder Name: Temple & Temple Excavating & Paving Inc.

1.2 Bidder Address: Street Address: 1367 S. State Road 60  
City: Salem State: IN Zip: 47167  
Phone #: (812) 883-6644 Fax #: ( )

1.3 Bidder is a/an [mark one]:

- Individual  Partnership  Indiana Corporation  
 Foreign (Out of State) Corporation  
 Joint Venture  
 Other: \_\_\_\_\_

1.4 *[The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with Montgomery County, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the General Corporation Act (Indiana Code 23-1-49 et seq) as stated therein and expressed in the Attorney General's Opinion #2, dated January 13, 1958.]*

- .1 Corporation Name:  
.2 Address:  
.3 Date registered with State of Indiana:  
.4 Indiana Registered Agent:  
Name:  
Address:

**PART 2**  
**PROPOSAL (BID)**

- 2.1 The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices of the Base Bid and all alternates combined, when multiplied by estimated unit quantities for such Contract Items, total Four hundred seventy-four thousand seven hundred fifty-six Dollars (\$ 474756.00). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such sum and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of bid evaluation and contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the Owner and Engineer cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.
- 2.2 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

**PART 3**  
**CONTRACT ITEMS AND UNIT PRICES**

**PROJECT 2019-SSRI: Small Structure Replacements in Various Townships**

**Pay Items 1-24 are for Small Structure Replacement at C-0296 (CR700N) Site. Pay Items Nos. 25-56 are for Small Structure Replacement at C-1914 (CR950S) Site**

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Construction Engineering	LS	1	\$ 2500.00	\$ 2500.00
2	Mobilization and Demobilization	LS	1	\$ 70000.00	\$ 70000.00
3	Liquidated Damages	Dollar	1	\$ 1.00	\$ 1.00
4	Clearing Right-of-Way	LS	1	\$ 2500.00	\$ 2500.00
5	Present Structure, Str No C-0296, Remove	LS	1	\$ 10000.00	\$ 10000.00
6	Embankment	CYS	135	\$ 20.00	\$ 2700.00
7	Excavation, Common	CYS	212	\$ 21.00	\$ 4452.00
8	Excavation, Foundation, Unclassified	CYS	700	\$ 12.00	\$ 8400.00
9	Temporary Seeding	SYS	560	\$ 5.00	\$ 2800.00
10	Pump Around	LS	1	\$ 12000.00	\$ 12000.00
11	Structure Backfill, Type 5	CYS	195	\$ 185.00	\$ 36075.00
12	Compacted Aggregate, No. 53	TON	155	\$ 39.00	\$ 6045.00
13	Guardrail End Treatment, Type I	EACH	2	\$ 1500.00	\$ 3000.00
14	Guardrail, W-Beam, Nested 6 FT 3 IN. Spacing	LFT	150	\$ 30.00	\$ 4500.00
15	Guardrail, W-Beam, 25 FT Long Span, Nested	LFT	50	\$ 35.00	\$ 1750.00
16	Guardrail, W-Beam, Cable Terminal Anchor	EACH	2	\$ 1250.00	\$ 2500.00
17	Geotextile for Riprap, Type 1A	SYS	400	\$ 6.00	\$ 2400.00
18	Riprap, Revetment	TON	275	\$ 45.00	\$ 12375.00
19	Mulched Seeding, Type R	SYS	560	\$ 5.50	\$ 3080.00
20	Erosion Control Blanket	SYS	152	\$ 5.50	\$ 836.00
21	Topsoil	CYS	90	\$ 100.00	\$ 9000.00
22	Mobilization and Demobilization for Seeding	EACH	2	\$ 1100.00	\$ 2200.00
23	Structure, Coated Reinforced Concrete, Three Sided Sections, 234 in. x 90 in.	LFT	40	\$ 475.00	\$ 19000.00
24	Maintenance of Traffic	LS	1	\$ 6000.00	\$ 6000.00
	SUBTOTAL C-0296 Site Pay Items 1-24				224114.00
					\$
25	Construction Engineering	LS	1	\$ 2500.00	\$ 2500.00
26	Mobilization and Demobilization	LS	1	\$ 70000.00	\$ 70000.00
27	Liquidated Damages	Dollar	1	\$ 1.00	\$ 1.00
28	Clearing Right-of-Way	LS	1	\$ 2500.00	\$ 2500.00
29	Present Structure, Str No C-1914, Remove	LS	1	\$ 9500.00	\$ 9500.00
30	Pipe, Remove	LFT	30	\$ 15.00	\$ 450.00

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
31	Embankment	CYS	235	\$ 22.00	\$ 5170.00
32	Excavation, Common	CYS	123	\$ 35.00	\$ 4305.00
33	Excavation, Foundation, Unclassified	CYS	510	\$ 25.00	\$ 12750.00
34	Temporary Seeding	SYS	620	\$ 5.00	\$ 3100.00
35	Pump Around	EACH	1	\$ 12500.00	\$ 12500.00
36	Structure Backfill, Type 1	CYS	20	\$ 55.00	\$ 1100.00
37	Structure Backfill, Type 5	CYS	180	\$ 180.00	\$ 32400.00
38	Compacted Aggregate, No. 53	TON	280	\$ 38.00	\$ 10640.00
39	Guardrail End Treatment, Type I	EACH	1	\$ 2000.00	\$ 2000.00
40	Guardrail, W-Beam, Nested, 6 FT 3 IN. Spacing	LFT	100	\$ 32.00	\$ 3200.00
41	Guardrail, W-Beam, 12 FT 6 IN. Spacing	LFT	12.5	\$ 55.00	\$ 687.50
42	Guardrail, W-Beam, 25 FT Long Span, Nested	LFT	50	\$ 30.00	\$ 1500.00
43	Guardrail, W-Beam, Cable Terminal Anchor	EACH	1	\$ 1200.00	\$ 1200.00
44	Guardrail, W-Beam, Curved Terminal End	EACH	2	\$ 110.00	\$ 220.00
45	Fence, Farm Field, Reset	LFT	150	\$ 65.00	\$9750.00
46	Mailbox Assembly, Single	EACH	1	\$ 200.00	\$200.00
47	Geotextile for Riprap, Type 1A	SYS	395	\$ 6.00	\$ 2370.00
48	Riprap, Revetment	TON	290	\$ 45.00	\$ 13050.00
49	Mulched Seeding, Type R	SYS	620	\$ 6.00	\$ 3720.00
50	Erosion Control Blanket	SYS	245	\$ 6.50	\$ 1592.50
51	Topsoil	CYS	105	\$ 100.00	\$10500.00
52	Mobilization and Demobilization for Seeding	EACH	2	\$ 1100.00	\$ 2200.00
53	Flood Gate Assembly, Remove and Reset	EACH	1	\$ 500.00	\$ 500.00
54	Pipe, Type 1, Circular, 18 in.	LFT	48	\$ 32.00	\$ 1536.00
55	Safety Metal End Section, 2:1, 18 in	EACH	2	\$ 1000.00	\$ 2000.00
56	Structure, Coated Reinforced Concrete, Three Sided Sections, 228 in. x 78 in.	LFT	40	\$ 525.00	\$ 21000.00
57	Maintenance of Traffic	LS	1	\$ 6500.00	\$ 6500.00
	<b>SUBTOTAL C-1914 Site Pay Items 25-57</b>				<b>\$ 250642.00</b>
	<b>TOTAL BID C-0296 and C-1914 Sites</b>				<b>\$ 474756.00</b>

**PART 4**  
**CONTRACT DOCUMENTS AND ADDENDA**

- 4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the General Conditions and incorporates such Contract Documents herein by reference
- 4.2 The Bidder acknowledges receipt of the following addenda:

<u>Addendum Number</u>	<u>Date</u>
<u>1</u>	<u>2/28/2020</u>
<u>2</u>	<u>4/16/2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>



**PART 5**  
**EXCEPTIONS**

*Instructions To Bidders:*

5.1 *The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.*

5.2 *Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.*

5.3 *Exceptions:*

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**PART 6**  
**FINANCIAL STATEMENT**

Attachment of Bidder's financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to OWNER must be specific enough in detail so that OWNER can make a proper determination of the Bidder's capability for completing the Work/Project if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Forms #96a and #102, entitled "Standard Questionnaires and Financial Statement for Bidders".

**PART 7**  
**ADDITIONAL DECLARATIONS**

- 7.1 Bidder certifies that it has thoroughly examined the site of the Work and informed itself fully regarding all conditions under which it will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. Bidder further certifies that it has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.
- 7.2 Bidder certifies that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5. Bidder shall provide immediate written notice to the Owner if, at any time after entering into an Agreement, Bidder learns that its certifications were erroneous when submitted, or Bidder has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5. A person included upon a list created pursuant to IC 5-22-16.5 shall be considered non-responsible for purposes of this competition.
- 7.3 Bidder certifies that it has a written plan for a program to test its employees for drugs and that such plan and program are in compliance with IC 4-13-18. The bidder further certifies that a copy of this compliance plan has been submitted with this bid and is attached.

**PART 8**  
**NON-COLLUSION AFFIDAVIT**

The individual person(s) executing this Bid Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

**PART 9**  
**CONTRACTOR'S NEPOTISM-POLICY COMPLIANCE AFFIDAVIT**

**Form NEP-3**

I, Jason Miller, swear and affirm, under penalties for perjury, that:

1. I am the Vice President (Title) of Temple & Temple Excavating & Paving Inc. (Vendor), and have the authority to make the representations contained in this affidavit on Vendor's behalf;
2. Neither I nor any owner of the Vendor is a spouse, parent, stepparent, child, adopted child, stepchild, brother, sister, stepbrother, stepsister, brother by the half blood, sister by the half blood, niece, nephew, aunt, uncle, daughter-in-law or son-in-law of any member of the Montgomery County Board of Commissioners or the Montgomery County Council;
3. If during the term of this contract a person is elected to the Montgomery County Board of Commissioners or the Montgomery County Council is a relative of mine or any of the Vendor's owners, I will make a written disclose of the relationship to the President of the Board of Commissioners;
4. I understand that this affidavit is made for the purpose of complying with Indiana House Enrolled Act 1005 (2012) and that Montgomery County intends to rely upon my representations contained in this affidavit.

Date: 4/27/2020

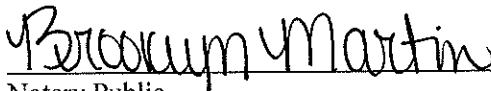
  
Printed: \_\_\_\_\_, Jason Miller

State of Indiana

SS:

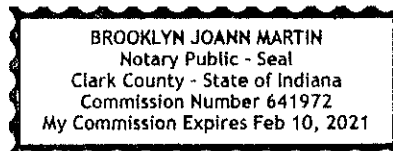
County of Montgomery

Before me personally appeared Jason Miller, who being first duly sworn under penalties for perjury and signed the above and foregoing affidavit this 27th day of April, 20120.

  
Notary Public

My Commission Expires: 2/10/2021

County of Residence: Clark



**PART 10**  
**E-VERIFY PROGRAM**

Pursuant to Indiana Code 22-5-1.7-11, the contractor awarded the Bid is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The contractor who is awarded the Bid is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into an agreement for this Bid, the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

**PART 11**  
**SIGNATURES**

*[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations document. SIGNATURE MUST BE PROPERLY NOTARIZED.]*

Written Signature:

*Jason Miller*

Printed Name: Jason Miller

Title: Vice President

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF Indiana

SS:

COUNTY OF Washington

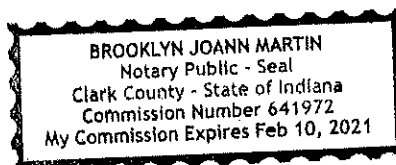
Subscribed and sworn to before me this 27th day of April,  
20 20.

My commission expires: 2/10/2021

(Signed) *Brooklyn Joann Martin*

Residing in Clark

County, State of Indiana



**BID BOND**  
**Montgomery County, Indiana**

Instructions To Bidders

*Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner/Obligee.*

*Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.*

*Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.*

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

"Bidder": Temple & Temple Excavating & Paving, Inc.  
and

"Surety": [Name] Merchants Bonding Company (Mutual)  
[Address] P.O. Box 14498  
Des Moines, IA 50306-3498,

a corporation chartered and existing under the laws of the State of Iowa, and authorized to do business in the State of Indiana,

are held and firmly bound unto the Montgomery County, Indiana, ("Owner/Obligee") in the full and just sum equal to five percent (5%) of the price stated in the Bid Proposal described below, including accepted alternates, if any, to be paid upon demand of the Owner/Obligee, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Owner/Obligee has solicited bids for certain Work for or in furtherance of construction of public improvements described generally as:

**Project No. 2019-SSR1, Small Structure Replacements in Various Townships**

pursuant to plans, specifications and other "Contract Documents" included as parts of and designated by such solicitation; and WHEREAS, the Bidder has submitted to the Owner/Obligee a Bid Proposal to perform such Work.

NOW THEREFORE: The conditions of this obligation are such that if the Bid Proposal be accepted, with or without conditions, the Bidder shall within such time thereafter as prescribed by the Contract Documents (i) fulfill all conditions of such award that remain to be fulfilled, (ii) execute a Contract in

accordance with the Bid Proposal and in the form and manner required by the Contract Documents, and (iii) thereafter provide all bonds, and other documentation required by the Contract Documents to be delivered to Owner/Obligee prior to commencing Work, including without limitation a sufficient and satisfactory Performance Bond and Payment Bond payable to Owner/Obligee, each in an amount of one hundred percent (100%) of the total Contract price as awarded and in form and with surety satisfactory to said Owner/Obligee, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Bidder to comply with any or all of the foregoing requirements within the time specified above and as prescribed by the Contract Documents, immediately pay to the Owner/Obligee, upon demand, the amount hereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Bidder and Surety have caused this instrument to be duly signed and sealed this 9th day of March, 2020

***This Bid Bond shall bind the undersigned Surety whether or not also signed by the Bidder.***

"Bidder" Temple & Temple Excavating & Paving, Inc.

"Surety" Merchants Bonding Company (Mutual)

By: Jason Miller

By: Jason D. Cromwell

Printed: Jason Miller

Printed: Jason D. Cromwell, Attorney-In-Fact



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brook T Smith; Deborah S Neichter; James H Martin; James T Smith; Jason D Cromwell; Raymond M Hundley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.

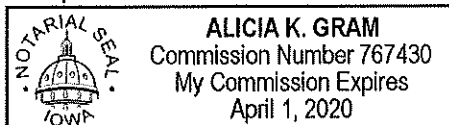


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 6th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of March 2020



*William Warner Jr.*  
Secretary